

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

MATEEM MALIK HUDSON,)	
)	
Plaintiff,)	
)	
v.)	Civil Action Number 3:23-CV-591
)	District Judge Eli J. Richardson
CORECIVIC, INC., JOSHUA)	Magistrate Judge Alistair Newbern
BURRIES, LAUREN DILLON, MEGAN)	Jury Demand
LOPEZ, and RAUDY ROSARIO,)	
)	
Defendants.)	

ANSWER

Pursuant to Federal Rules of Civil Procedure 8 and 12, Defendant CoreCivic, Inc. (“CoreCivic”) answers the allegations of the First Amended Complaint filed by Plaintiff Mateem Malik Hudson (“Hudson”) as follows:

FIRST DEFENSE

The First Amended Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

(Answer to First Amended Complaint, Docket Entry 17)

As to each allegation in the First Amended Complaint, CoreCivic responds as follows:

I. CoreCivic admits that Hudson is a prisoner of the State of Tennessee, that Hudson is incarcerated at the Trousdale Turner Correctional Center (“Trousdale”), and that Trousdale is located in Hartsville, Tennessee. CoreCivic denies the remaining allegations in the Introduction of the First Amended Complaint and all allegations of wrongdoing.

1. CoreCivic admits that Hudson is an adult male, that Hudson is a prisoner of the State of Tennessee, that Hudson is incarcerated at Trousdale, and that Trousdale is located in Hartsville, Tennessee.

2. CoreCivic admits that it is a Maryland corporation, that it is authorized to transact business in Tennessee, that it operates Trousdale, and that Trousdale is located in Hartsville, Tennessee.

3. The allegations in paragraph 3 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

4. CoreCivic admits that it establishes policies and procedures to govern the operation of Trousdale and that it trains and supervises the employees of CoreCivic of Tennessee, LLC who work at Trousdale. The remaining allegations in paragraph 4 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

5. The allegations in paragraph 5 of the First Amended Complaint are not directed at CoreCivic, and no response is required.

6. CoreCivic admits that it operates Trousdale. The remaining allegations in paragraph 6 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

7. CoreCivic admits that Raymond Byrd (“Byrd”) previously served as the warden at Trousdale and that Byrd trained and supervised the employees of CoreCivic of Tennessee, LLC who worked at Trousdale. The remaining allegations in paragraph 7 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

8. CoreCivic admits that Lauren Dillon (“Dillon”) previously served as a correctional officer at Trousdale. CoreCivic lacks knowledge or information to admit or deny the allegation in paragraph 8 of the First Amended Complaint regarding Dillon’s current residence. CoreCivic denies all allegations of wrongdoing.

9. CoreCivic admits that Raudy Rosario (“Rosario”) previously served as a correctional officer at Trowsdale. CoreCivic lacks knowledge or information to admit or deny the allegation in paragraph 9 of the First Amended Complaint regarding Rosario’s current residence. CoreCivic denies all allegations of wrongdoing.

10. CoreCivic admits that Joshua Burries (“Burries”) previously served as a correctional officer at Trowsdale. CoreCivic lacks knowledge or information to admit or deny the allegation in paragraph 10 of the First Amended Complaint regarding Burries’ current residence. CoreCivic denies all allegations of wrongdoing.

11. CoreCivic admits that Megan Lopez (“Lopez”) previously served as a lieutenant at Trowsdale. CoreCivic lacks knowledge or information to admit or deny the allegation in paragraph 11 of the First Amended Complaint regarding Lopez’s current residence. CoreCivic denies all allegations of wrongdoing.

12. CoreCivic admits that the Court has jurisdiction over Hudson’s federal law claims pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1343 and that the Court would have supplemental jurisdiction over Hudson’s state law claims pursuant to 28 U.S.C. § 1367. CoreCivic denies all allegations of wrongdoing.

13. CoreCivic admits that venue is proper in this Court pursuant to 28 U.S.C. § 1391 and that Hudson was incarcerated at Trowsdale during the timeframe that is relevant to this lawsuit.

14. CoreCivic admits that Hudson was incarcerated at Trowsdale on January 30, 2021.

15. CoreCivic admits that on January 30, 2021, Hudson refused to exit his cell so that Burries, Dillon, and Rosario could conduct a search of his cell and that Dillon and Rosario thus had to deploy oleoresin capsicum spray (“OC spray”) toward Hudson after giving him several verbal directives to comply with their requests. CoreCivic denies all allegations of wrongdoing.

16. CoreCivic admits that on January 30, 2021, Hudson refused to exit his cell so that Burries, Dillon, and Rosario could conduct a search of his cell and that Dillon and Rosario thus had to deploy OC spray toward Hudson after giving him several verbal directives to comply with their requests. CoreCivic denies the remaining allegations in paragraph 16 of the First Amended Complaint and all allegations of wrongdoing.

17. CoreCivic lacks knowledge or information sufficient to admit or deny the allegations in paragraph 17 of the First Amended Complaint regarding statements that Hudson allegedly made on January 30, 2021. CoreCivic denies the remaining allegations in paragraph 17 of the First Amended Complaint and all allegations of wrongdoing.

18. CoreCivic denies the allegations in paragraph 18 of the First Amended Complaint and all allegations of wrongdoing.

19. CoreCivic denies the allegations in paragraph 19 of the First Amended Complaint and all allegations of wrongdoing.

20. CoreCivic denies the allegations in paragraph 20 of the First Amended Complaint and all allegations of wrongdoing.

21. CoreCivic admits that Burries, Dillon, and Rosario gave Hudson several verbal directives on January 30, 2021, and that Hudson refused to follow the verbal directives. CoreCivic denies the remaining allegations in paragraph 21 of the First Amended Complaint and all allegations of wrongdoing.

22. CoreCivic denies the allegations in paragraph 22 of the First Amended Complaint and all allegations of wrongdoing.

23. CoreCivic admits that Hudson was placed in hand restraints following his failure to follow the verbal directives of Burries, Dillon, and Rosario on January 30, 2021. CoreCivic denies all allegations of wrongdoing.

24. CoreCivic denies the allegations in paragraph 24 of the First Amended Complaint and all allegations of wrongdoing.

25. CoreCivic denies the allegations in paragraph 25 of the First Amended Complaint and all allegations of wrongdoing.

26. CoreCivic denies the allegations in paragraph 26 of the First Amended Complaint and all allegations of wrongdoing.

27. CoreCivic denies the allegations in paragraph 27 of the First Amended Complaint and all allegations of wrongdoing.

28. CoreCivic denies the allegations in paragraph 28 of the First Amended Complaint and all allegations of wrongdoing.

29. CoreCivic denies the allegations in paragraph 29 of the First Amended Complaint and all allegations of wrongdoing.

30. CoreCivic denies the allegations in paragraph 30 of the First Amended Complaint and all allegations of wrongdoing.

31. CoreCivic denies the allegations in paragraph 31 of the First Amended Complaint and all allegations of wrongdoing.

32. CoreCivic denies the allegations in paragraph 32 of the First Amended Complaint and all allegations of wrongdoing.

33. CoreCivic denies the allegations in paragraph 33 of the First Amended Complaint and all allegations of wrongdoing.

34. CoreCivic denies the allegations in paragraph 34 of the First Amended Complaint and all allegations of wrongdoing.

35. CoreCivic admits that medical providers evaluated Hudson after Dillon and Rosario had to deploy OC spray toward Hudson on January 30, 2021. CoreCivic denies the remaining allegations in paragraph 35 of the First Amended Complaint and all allegations of wrongdoing.

36. CoreCivic denies the allegations in paragraph 36 of the First Amended Complaint and all allegations of wrongdoing.

37. CoreCivic denies the allegations in paragraph 37 of the First Amended Complaint and all allegations of wrongdoing.

38. CoreCivic denies the allegations in paragraph 38 of the First Amended Complaint and all allegations of wrongdoing.

39. CoreCivic denies the allegations in paragraph 39 of the First Amended Complaint and all allegations of wrongdoing.

40. CoreCivic denies the allegations in paragraph 40 of the First Amended Complaint and all allegations of wrongdoing.

41. CoreCivic denies the allegations in paragraph 41 of the First Amended Complaint and all allegations of wrongdoing.

42. CoreCivic denies the allegations in paragraph 42 of the First Amended Complaint and all allegations of wrongdoing.

43. CoreCivic denies the allegations in paragraph 43 of the First Amended Complaint and all allegations of wrongdoing.

44. CoreCivic denies the allegations in paragraph 44 of the First Amended Complaint and all allegations of wrongdoing.

45. CoreCivic denies the allegations in paragraph 45 of the First Amended Complaint and all allegations of wrongdoing.

46. CoreCivic denies the allegations in paragraph 46 of the First Amended Complaint and all allegations of wrongdoing.

47. CoreCivic admits that Amanda Hodge, R.N. evaluated Hudson on January 30, 2021, and that she documented that Hudson did not suffer any alterations in his condition. CoreCivic denies the remaining allegations in paragraph 47 of the First Amended Complaint and all allegations of wrongdoing.

48. Paragraph 48 of the First Amended Complaint references a grievance that Hudson contends he filed, which would speak for itself. CoreCivic denies all allegations in paragraph 48 of the First Amended Complaint that are inconsistent with any grievance that Hudson filed and all allegations of wrongdoing.

49. Paragraph 49 of the First Amended Complaint references a disciplinary report that Hudson contends he received, which would speak for itself. CoreCivic denies all allegations in paragraph 49 of the First Amended Complaint that are inconsistent with any disciplinary report that Hudson filed, the remaining allegations in paragraph 49 of the First Amended Complaint, and all allegations of wrongdoing.

50. CoreCivic lacks knowledge or information sufficient to admit or deny the allegations in paragraph 50 of the First Amended Complaint. CoreCivic denies all allegations of wrongdoing.

51. CoreCivic denies the allegations in paragraph 51 of the First Amended Complaint and all allegations of wrongdoing.

52. CoreCivic denies the allegations in paragraph 52 of the First Amended Complaint and all allegations of wrongdoing.

53. CoreCivic denies the allegations in paragraph 53 of the First Amended Complaint and all allegations of wrongdoing.

54. CoreCivic denies the allegations in paragraph 54 of the First Amended Complaint and all allegations of wrongdoing.

55. CoreCivic denies the allegations in paragraph 55 of the First Amended Complaint and all allegations of wrongdoing.

56. CoreCivic denies the allegations in paragraph 56 of the First Amended Complaint and all allegations of wrongdoing.

57. CoreCivic denies the allegations in paragraph 57 of the First Amended Complaint and all allegations of wrongdoing.

58. CoreCivic denies the allegations in paragraph 58 of the First Amended Complaint and all allegations of wrongdoing.

59. CoreCivic denies the allegations in paragraph 59 of the First Amended Complaint and all allegations of wrongdoing.

60. CoreCivic denies the allegations in paragraph 60 of the First Amended Complaint and all allegations of wrongdoing.

61. The allegations in paragraph 61 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

62. CoreCivic denies the allegations in paragraph 62 of the First Amended Complaint and all allegations of wrongdoing.

63. The allegations in paragraph 63 of the First Amended Complaint regarding the Eighth Amendment contain legal conclusions to which no response is required. CoreCivic denies the remaining allegations in paragraph 63 of the First Amended Complaint and all allegations of wrongdoing.

64. The allegations in paragraph 64 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

65. The allegations in paragraph 65 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

66. CoreCivic denies the allegations in paragraph 66 of the First Amended Complaint and all allegations of wrongdoing.

67. CoreCivic denies the allegations in paragraph 67 of the First Amended Complaint and all allegations of wrongdoing.

68. The allegations in paragraph 68 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

69. The allegations in paragraph 69 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

70. CoreCivic denies the allegations in paragraph 70 of the First Amended Complaint and all allegations of wrongdoing.

71. The allegations in paragraph 71 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

72. CoreCivic denies the allegations in paragraph 72 of the First Amended Complaint and all allegations of wrongdoing.

73. CoreCivic denies the allegations in paragraph 73 of the First Amended Complaint and all allegations of wrongdoing.

74. CoreCivic denies the allegations in paragraph 74 of the First Amended Complaint and all allegations of wrongdoing.

75. CoreCivic denies the allegations in paragraph 75 of the First Amended Complaint and all allegations of wrongdoing.

76. CoreCivic denies the allegations in paragraph 76 of the First Amended Complaint and all allegations of wrongdoing.

77. CoreCivic denies the allegations in paragraph 77 of the First Amended Complaint and all allegations of wrongdoing.

78. CoreCivic denies the allegations in paragraph 78 of the First Amended Complaint and all allegations of wrongdoing.

79. CoreCivic denies the allegations in paragraph 79 of the First Amended Complaint and all allegations of wrongdoing.

80. No response is required to the allegations in paragraph 80 of the First Amended Complaint.

81. The allegations in paragraph 81 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

82. The allegations in paragraph 82 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

83. The allegations in paragraph 83 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

84. CoreCivic denies the allegations in paragraph 84 of the First Amended Complaint and all allegations of wrongdoing.

85. CoreCivic denies the allegations in paragraph 85 of the First Amended Complaint and all allegations of wrongdoing.

86. CoreCivic denies the allegations in paragraph 86 of the First Amended Complaint and all allegations of wrongdoing.

87. CoreCivic denies the allegations in paragraph 87 of the First Amended Complaint and all allegations of wrongdoing.

88. CoreCivic denies the allegations in paragraph 88 of the First Amended Complaint and all allegations of wrongdoing.

89. CoreCivic denies the allegations in paragraph 89 of the First Amended Complaint and all allegations of wrongdoing.

90. No response is required to the allegations in paragraph 90 of the First Amended Complaint.

91. The allegations in paragraph 91 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

92. The allegations in paragraph 92 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

93. CoreCivic denies the allegations in paragraph 93 of the First Amended Complaint and all allegations of wrongdoing.

94. CoreCivic denies the allegations in paragraph 94 of the First Amended Complaint and all allegations of wrongdoing.

95. CoreCivic denies the allegations in paragraph 95 of the First Amended Complaint and all allegations of wrongdoing.

96. CoreCivic denies the allegations in paragraph 96 of the First Amended Complaint and all allegations of wrongdoing.

97. CoreCivic denies the allegations in paragraph 97 of the First Amended Complaint and all allegations of wrongdoing.

98. CoreCivic denies the allegations in paragraph 98 of the First Amended Complaint and all allegations of wrongdoing.

99. CoreCivic denies the allegations in paragraph 99 of the First Amended Complaint and all allegations of wrongdoing.

100. CoreCivic denies the allegations in paragraph 100 of the First Amended Complaint and all allegations of wrongdoing.

101. CoreCivic denies the allegations in paragraph 101 of the First Amended Complaint and all allegations of wrongdoing.

102. The allegations in paragraph 102 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

103. The allegations in paragraph 103 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

104. The allegations in paragraph 104 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

105. The allegations in paragraph 105 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

106. CoreCivic denies the allegations in paragraph 106 of the First Amended Complaint and all allegations of wrongdoing.

107. CoreCivic denies the allegations in paragraph 107 of the First Amended Complaint and all allegations of wrongdoing.

108. CoreCivic denies the allegations in paragraph 108 of the First Amended Complaint and all allegations of wrongdoing.

109. CoreCivic denies the allegations in paragraph 109 of the First Amended Complaint and all allegations of wrongdoing.

110. CoreCivic denies the allegations in paragraph 110 of the First Amended Complaint and all allegations of wrongdoing.

111. CoreCivic denies the allegations in paragraph 111 of the First Amended Complaint and all allegations of wrongdoing.

112. CoreCivic denies the allegations in paragraph 112 of the First Amended Complaint and all allegations of wrongdoing.

113. CoreCivic denies the allegations in paragraph 113 of the First Amended Complaint and all allegations of wrongdoing.

114. CoreCivic denies the allegations in paragraph 114 of the First Amended Complaint and all allegations of wrongdoing.

115. The allegations in paragraph 115 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

116. CoreCivic denies the allegations in paragraph 116 of the First Amended Complaint and all allegations of wrongdoing.

117. The allegations in paragraph 117 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

118. CoreCivic denies the allegations in paragraph 118 of the First Amended Complaint and all allegations of wrongdoing.

119. CoreCivic denies the allegations in paragraph 119 of the First Amended Complaint and all allegations of wrongdoing.

120. CoreCivic denies the allegations in paragraph 120 of the First Amended Complaint and all allegations of wrongdoing.

121. CoreCivic denies the allegations in paragraph 121 of the First Amended Complaint and all allegations of wrongdoing.

122. CoreCivic denies the allegations in paragraph 122 of the First Amended Complaint and all allegations of wrongdoing.

123. CoreCivic denies the allegations in paragraph 123 of the First Amended Complaint and all allegations of wrongdoing.

124. The allegations in paragraph 124 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

125. CoreCivic denies the allegations in paragraph 125 of the First Amended Complaint and all allegations of wrongdoing.

126. CoreCivic denies the allegations in paragraph 126 of the First Amended Complaint and all allegations of wrongdoing.

127. CoreCivic denies the allegations in paragraph 127 of the First Amended Complaint and all allegations of wrongdoing.

128. CoreCivic denies the allegations in paragraph 128 of the First Amended Complaint and all allegations of wrongdoing.

129. No response is required to the allegations in paragraph 129 of the First Amended Complaint.

130. CoreCivic denies the allegations in paragraph 130 of the First Amended Complaint and all allegations of wrongdoing.

131. CoreCivic denies the allegations in paragraph 131 of the First Amended Complaint and all allegations of wrongdoing.

132. CoreCivic denies the allegations in paragraph 132 of the First Amended Complaint and all allegations of wrongdoing.

133. CoreCivic denies the allegations in paragraph 133 of the First Amended Complaint and all allegations of wrongdoing.

134. CoreCivic denies the allegations in paragraph 134 of the First Amended Complaint and all allegations of wrongdoing.

135. The allegations in paragraph 135 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

136. CoreCivic denies the allegations in paragraph 136 of the First Amended Complaint and all allegations of wrongdoing.

137. CoreCivic denies the allegations in paragraph 137 of the First Amended Complaint and all allegations of wrongdoing.

138. CoreCivic denies the allegations in paragraph 138 of the First Amended Complaint and all allegations of wrongdoing.

139. The allegations in paragraph 139 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

140. CoreCivic denies the allegations in paragraph 140 of the First Amended Complaint and all allegations of wrongdoing.

141. CoreCivic denies the allegations in paragraph 141 of the First Amended Complaint and all allegations of wrongdoing.

142. The allegations in paragraph 142 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

143. The allegations in paragraph 143 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

144. The allegations in paragraph 144 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

145. The allegations in paragraph 145 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

146. CoreCivic denies the allegations in paragraph 146 of the First Amended Complaint and all allegations of wrongdoing.

147. CoreCivic denies the allegations in paragraph 147 of the First Amended Complaint and all allegations of wrongdoing.

148. CoreCivic denies the allegations in paragraph 148 of the First Amended Complaint and all allegations of wrongdoing.

149. CoreCivic denies the allegations in paragraph 149 of the First Amended Complaint and all allegations of wrongdoing.

150. CoreCivic denies the allegations in paragraph 150 of the First Amended Complaint and all allegations of wrongdoing.

151. The allegations in paragraph 151 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

152. The allegations in paragraph 152 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

153. CoreCivic denies the allegations in paragraph 153 of the First Amended Complaint and all allegations of wrongdoing.

154. Paragraph 154 of the First Amended Complaint references a grievance that Hudson contends he filed, which would speak for itself. CoreCivic denies all allegations in paragraph 154 of the First Amended Complaint that are inconsistent with any grievance that Hudson filed and all allegations of wrongdoing.

155. CoreCivic denies the allegations in paragraph 155 of the First Amended Complaint and all allegations of wrongdoing.

156. The allegations in paragraph 156 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

157. The allegations in paragraph 157 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

158. The allegations in paragraph 158 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

159. CoreCivic denies the allegations in paragraph 159 of the First Amended Complaint and all allegations of wrongdoing.

160. CoreCivic denies the allegations in paragraph 160 of the First Amended Complaint and all allegations of wrongdoing.

161. CoreCivic denies the allegations in paragraph 161 of the First Amended Complaint and all allegations of wrongdoing.

162. CoreCivic denies the allegations in paragraph 162 of the First Amended Complaint and all allegations of wrongdoing.

163. CoreCivic denies the allegations in paragraph 163 of the First Amended Complaint and all allegations of wrongdoing.

164. CoreCivic denies the allegations in paragraph 164 of the First Amended Complaint and all allegations of wrongdoing.

165. CoreCivic denies the allegations in paragraph 165 of the First Amended Complaint and all allegations of wrongdoing.

166. Paragraph 166 of the First Amended Complaint references an inmate request form that Hudson contends he filed, which would speak for itself. CoreCivic denies all allegations in paragraph 166 of the First Amended Complaint that are inconsistent with any inmate request form that Hudson filed and all allegations of wrongdoing.

167. CoreCivic admits that Hudson received medical treatment during his incarceration at Trousdale. CoreCivic lacks knowledge or information sufficient to admit or deny the allegations in paragraph 167 of the First Amended Complaint regarding discussions that Hudson purportedly had with unidentified medical providers. CoreCivic denies the remaining allegations in paragraph 167 of the First Amended Complaint and all allegations of wrongdoing.

168. CoreCivic admits that Hudson received medical treatment during his incarceration at Trousdale. CoreCivic lacks knowledge or information sufficient to admit or deny the allegations in paragraph 168 of the First Amended Complaint regarding discussions that Hudson purportedly

had with unidentified medical providers. CoreCivic denies the remaining allegations in paragraph 168 of the First Amended Complaint and all allegations of wrongdoing.

169. The allegations in paragraph 169 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

170. CoreCivic denies the allegations in paragraph 170 of the First Amended Complaint and all allegations of wrongdoing.

171. The allegations in paragraph 171 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

172. The allegations in paragraph 172 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

173. CoreCivic denies the allegations in paragraph 173 of the First Amended Complaint and all allegations of wrongdoing.

174. CoreCivic denies the allegations in paragraph 174 of the First Amended Complaint and all allegations of wrongdoing.

175. CoreCivic denies the allegations in paragraph 175 of the First Amended Complaint and all allegations of wrongdoing.

176. The allegations in paragraph 176 of the First Amended Complaint are not directed at CoreCivic, and no response is required.

177. CoreCivic denies the allegations in paragraph 177 of the First Amended Complaint and all allegations of wrongdoing.

178. The allegations in paragraph 178 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

179. The allegations in paragraph 179 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

180. The allegations in paragraph 180 of the First Amended Complaint are not directed at CoreCivic, and no response is required.

181. The allegations in paragraph 181 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

182. CoreCivic denies the allegations in paragraph 182 of the First Amended Complaint and all allegations of wrongdoing.

183. CoreCivic denies the allegations in paragraph 183 of the First Amended Complaint and all allegations of wrongdoing.

184. CoreCivic denies the allegations in paragraph 184 of the First Amended Complaint and all allegations of wrongdoing.

185. The allegations in paragraph 185 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

186. CoreCivic lacks knowledge or information sufficient to admit or deny the allegations in paragraph 186 of the First Amended Complaint. CoreCivic denies all allegations of wrongdoing.

187. CoreCivic denies the allegations in paragraph 187 of the First Amended Complaint and all allegations of wrongdoing.

188. CoreCivic denies the allegations in paragraph 188 of the First Amended Complaint and all allegations of wrongdoing.

189. CoreCivic denies the allegations in paragraph 189 of the First Amended Complaint and all allegations of wrongdoing.

190. CoreCivic denies the allegations in paragraph 190 of the First Amended Complaint and all allegations of wrongdoing.

191. CoreCivic denies the allegations in paragraph 191 of the First Amended Complaint and all allegations of wrongdoing.

192. CoreCivic denies the allegations in paragraph 192 of the First Amended Complaint and all allegations of wrongdoing.

193. CoreCivic denies the allegations in paragraph 193 of the First Amended Complaint and all allegations of wrongdoing.

194. CoreCivic denies the allegations in paragraph 194 of the First Amended Complaint and all allegations of wrongdoing.

195. CoreCivic denies the allegations in paragraph 195 of the First Amended Complaint and all allegations of wrongdoing.

196. CoreCivic denies the allegations in paragraph 196 of the First Amended Complaint and all allegations of wrongdoing.

197. CoreCivic denies the allegations in paragraph 197 of the First Amended Complaint and all allegations of wrongdoing.

198. CoreCivic denies the allegations in paragraph 198 of the First Amended Complaint and all allegations of wrongdoing.

199. CoreCivic denies the allegations in paragraph 199 of the First Amended Complaint and all allegations of wrongdoing.

200. No response is required to the allegations in paragraph 200 of the First Amended Complaint.

201. CoreCivic denies the allegations in paragraph 201 of the First Amended Complaint and all allegations of wrongdoing.

202. CoreCivic denies the allegations in paragraph 202 of the First Amended Complaint and all allegations of wrongdoing.

203. The allegations in paragraph 203 of the First Amended Complaint contain legal conclusions to which no response is required. CoreCivic denies all allegations of wrongdoing.

204. CoreCivic denies the allegations in paragraph 204 of the First Amended Complaint and all allegations of wrongdoing.

205. CoreCivic denies the allegations in paragraph 205 of the First Amended Complaint and all allegations of wrongdoing.

206. CoreCivic denies the allegations in paragraph 206 of the First Amended Complaint and all allegations of wrongdoing.

207. CoreCivic denies the allegations in paragraph 207 of the First Amended Complaint and all allegations of wrongdoing.

208. CoreCivic denies the allegations in paragraph 208 of the First Amended Complaint and all allegations of wrongdoing.

209. CoreCivic denies the allegations in paragraph 209 of the First Amended Complaint and all allegations of wrongdoing.

210. CoreCivic denies the allegations in paragraph 210 of the First Amended Complaint and all allegations of wrongdoing.

CoreCivic denies that Hudson is entitled to the relief that he seeks in the First Amended Complaint.

All allegations not previously admitted hereby are denied.

THIRD DEFENSE

CoreCivic acted at all times herein in accordance with common law, statutory law, and constitutional obligations and without any actual intent to cause Hudson harm.

FOURTH DEFENSE

Hudson's claims are barred based upon his failure to exhaust administrative remedies, as required by the Prison Litigation Reform Act, 42 U.S.C. § 1997e.

FIFTH DEFENSE

All or part of Hudson's claims fail to rise to the level of constitutional violations sufficient to state a claim pursuant to 42 U.S.C. § 1983 ("Section 1983").

SIXTH DEFENSE

Hudson's claims against CoreCivic brought pursuant to Section 1983 fail to state a claim upon which relief can be granted because Hudson cannot hold CoreCivic liable for the alleged constitutional violations of others on a *respondeat-superior* theory of liability.

SEVENTH DEFENSE

CoreCivic was not deliberately indifferent.

EIGHTH DEFENSE

Hudson's claims against CoreCivic brought pursuant to Section 1983 cannot stand because Hudson did not suffer a physical injury that is more than *de minimis*.

NINTH DEFENSE

Hudson's First Amendment retaliation claim cannot stand because CoreCivic did not take an adverse action against Hudson that would deter a person of ordinary firmness from continuing to engage in the subject conduct and because any alleged adverse action was not motivated by any alleged protected conduct.

TENTH DEFENSE

Hudson's claims are barred in whole or in part by the applicable statutes of limitations.

ELEVENTH DEFENSE

CoreCivic's liability for punitive damages, if any, is limited by the Due Process Clause of the Constitution of the United States.

CoreCivic requests that the Court dismiss the First Amended Complaint with prejudice and tax costs to Hudson.

CoreCivic demands a jury to try this cause.

Respectfully submitted,

/s/ Erin Palmer Polly
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(615) 780-6799

Counsel for Defendant CoreCivic, Inc.

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing has been served upon Filing Users via the electronic filing system and on other counsel/parties via U.S. Mail, first-class postage prepaid, this January 8, 2024, on the following:

Mateem Malik Hudson (#505868)
Trousdale Turner Correction Center
140 Macon Way
Hartsville, Tennessee 37074

/s/ Erin Palmer Polly